



Area 5
Honeywell

OFFICIAL RECEIPT
WARREN COUNTY CIRCUIT
DEED RECEIPT

DATE: 09/17/14 TIME: 15:45:18 ACCOUNT: 187CLR140004559 RECEIPT: 14000009419
CASHIER: SFK REG: WK35 TYPE: OTHER PAYMENT: FULL PAYMENT
INSTRUMENT : 140004559 BOOK: PAGE: RECORDED: 09/17/14 AT 15:45
GRANTOR: HONEYWELL INTGERNATIONAL INC EX: N LOC: CO
GRANTEE: CLEAN WATER PROJECT INC EX: N PCT: 100%
AND ADDRESS : , .
RECEIVED OF : USEPA
CHECK: \$30.00 1057
DESCRIPTION 1: UECA ENVIRONMENTAL COVENANT PAGES: 18 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 28.50 145 VSLF 1.50

TENDERED : 30.00
AMOUNT PAID: 30.00
CHANGE AMT : .00

CLERK OF COURT: JENNIFER R. SIMS

PAYOR'S COPY
RECEIPT COPY 1 OF 2

Donald Poe

↳ wants to buy Honeywell for campsite

#5 UECA

- Chris Thomas / Tom Conti

- LRAD +

- mtg. & feel out what knows of site / what he'd
want to do

WARREN COUNTY, VIRGINIA
LAND RECORDS

Tax Map Nos. 20A1-3-5 and 20A1-3-6 000094 SEP 17 2

UECA ENVIRONMENTAL COVENANT

This environmental covenant is made and entered into as of the 17th day of September, 2014, by and between Honeywell International Inc. (Honeywell), to be indexed as Grantor, whose address is 101 Columbia Road, Morristown, NJ, 07962-1219 (Grantor or Owner), and Clean Water Project, Inc., to be indexed as Grantee, whose address is 6799-A Kennedy Road, Warrenton, Virginia 20187 (hereinafter referred to as the Grantee or Holder).

The United States is named as a third-party beneficiary of the covenants, conditions and restrictions set forth below for the purpose of enforcing these covenants, conditions and restrictions.

This environmental covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act, § 10.1-1238 *et seq.* of the Code of Virginia (UECA), and the U.S. Environmental Protection Agency (EPA) shall be the "Agency" as defined therein. This environmental covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document.

1. Property Affected.

The property affected (Property) by this environmental covenant is located in the vicinity of Kendrick Lane, Front Royal, Virginia 22630, and was conveyed unto Honeywell from General Chemical Corporation by Deed dated June 2, 2004, which was recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument Number 040005928. The Property is more particularly described in Exhibit A (Metes and Bounds Description of the Property).

not Site
The Property is adjacent to the Avtex Fibers Superfund Site (the Avtex Site). The Avtex Site is depicted as Areas 1, 2, 2A, 2B, 3, 4 and 6 in the map attached hereto as Exhibit B (Map of the Avtex Fibers Superfund Site and the Property). Grantor owns Area 5 (the Property), but does not own Areas 1, 2, 2A, 2B, 3, 4 and 6, in the map attached hereto as Exhibit B.

This environmental covenant pertains only to Area 5 as depicted in the map attached hereto as Exhibit B.

Activity and use limitations pertaining to Areas 1, 2, 2A, 2B, 3, 4 and 6 and depicted in the map attached hereto as Exhibit B shall be addressed under other legal instruments.

2. Description of Contamination & Remedy at the Avtex Site.

a. Pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (CERCLA), 42 U.S.C. § 9605, EPA placed the Avtex Site on the National Priorities List, set forth in 40 C.F.R. Part 300, Appendix B, on June 10, 1986. EPA has been involved in selecting and implementing a number of removal and remedial actions (also known as "environmental response projects" as that term is defined at Section 10.1-1238 of UECA) under CERCLA at the Avtex Site from at least 1988. EPA's selection of removal actions are embodied in Action Memoranda, and EPA's selection of remedial actions are embodied in Records of Decision (RODs). EPA selected the remedial action in phases, or

Operable Units (OUs) as they are known under CERCLA, at the Avtex Site by issuing a number of OU RODs. Portions of the OU RODs were modified by two Explanations of Significant Differences (ESDs) and a Memorandum to the Administrative Record File documenting a minor modification to the remedial actions (Minor Modification Memorandum). Copies of all of the Action Memoranda, OU RODs, ESDs and the Minor Modification Memorandum for the Avtex Site are available online at: <http://www.epa.gov/reg3hwmd/npl/VAD070358684.htm>. FMC Corporation (FMC) has been involved in implementing certain of those removal and remedial actions at the Avtex Site from 1986.

b. The administrative records pertaining to the environmental response projects described in the Action Memoranda, the RODs, the ESDs and the Minor Modification Memorandum are located at the locations listed below:

US EPA Region III, Sixth Floor Docket Room
 1650 Arch Street, 6th Floor
 Philadelphia, Pennsylvania 19103
 (215) 814-3024

Samuels Public Library
 538 Villa Avenue
 Front Royal, VA 22630
 (540) 635-3153.

The administrative records are also available online at:
http://loggerhead.epa.gov/arweb/public/search_results.jsp?siteid=VA

- adjacent
 - "dig & haul" removal
 - TC/GT: Qs but seems ok
 w/ UELA, same impact
 allowed ex- , spirit/perm

iz. - atypical
 □ CWP take?

c. The United States and FMC executed a Consent Decree in *United Civil Action No. 5:99CV00054* (W.D. Va. 1999), which was entered District Court for the Western District of Virginia on October 21, 19 to finance and perform certain removal and remedial actions at the Avtex Site. A copy of the Consent Decree is available online at: <http://www.epa.gov/reg3hwmd/npl/VAD070358684.htm>.

3. Activity & Use Limitations.

The Property is subject to the following activity and use limitations, which shall run with the land and are binding on Grantor and any successors, assigns, tenants, agents, employees, and any other persons under its control, until such time as this environmental covenant may terminate or be amended as provided by law:

- a. Groundwater beneath the Property shall not be extracted or used for any purpose, except as may be required by EPA or the Virginia Department of Environmental Quality (DEQ) for groundwater monitoring and/or remediation. No groundwater extraction wells shall be installed on the Property, until and unless, approved, in writing, by EPA.
- b. Residential dwellings of any kind are prohibited on the Property.
- c. Accumulation of trash, refuse, junk or any other unsightly material is not permitted on the Property.

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- d. Hunting or trapping of animals is prohibited on the Property.
 - e. The Property in the flood plain areas as depicted as "100 Yr. Flood Zone (Zone AE)" in Exhibit B (Flood Zone) is restricted to conservancy, open space and park usage, and may include hiking, non-motorized biking, or nature trails. Commercial logging or commercial tree cutting in this area is prohibited. Any cutting of trees in this area shall be performed only to maintain hiking trails, non-motorized biking trails, nature trails, wildlife refuges or wetlands areas and shall be performed in accordance with best management practices (BMPs) that are defined by the Virginia Department of Forestry or other such Virginia agency to which authority for defining such BMPs may be assigned.
 - f. Display of billboards, signs, or other advertisements is not permitted in or over the Flood Zone, except for such signage that is customary and appropriate for parks, trails for biking or hiking and wildlife refuges.
 - g. No permanent or temporary building or structure shall be built or maintained in the Flood Zone, except for buildings customary and appropriate for park usage parks, trails for biking or hiking and wildlife refuges, such as park ranger's stations, boat landings, storage or maintenance buildings, bathrooms and fences.
4. The United States as Third-Party Beneficiary. The United States is expressly granted the power to enforce the covenants, conditions, and restrictions set forth in Paragraph 3 above. This environmental covenant may not be terminated or modified without the express written consent of the United States, nor may a Holder be removed or replaced without the express written consent of the United States.
5. Compliance and Use Reporting.
- a. Beginning on October 28, 2017, and every five years thereafter, or whenever else requested in writing by EPA, the then current owner of the Property shall submit, to EPA and the Holder, written documentation stating whether or not the activity and use limitations in this environmental covenant are being observed. This documentation shall be signed by a qualified official of the then current owner who has inspected and investigated compliance with this environmental covenant.
 - b. In addition, within one month after any of the following events, the then current owner of the Property shall submit, to the United States, EPA, DEQ and the Holder, written documentation describing the following: noncompliance with the activity and use limitations in this environmental covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any Avtex Site work, if such building or proposed Avtex Site work will affect the contamination on the Property subject to this environmental covenant.

6. Access by the Holder, EPA and DEQ J097 SEP 17 2

In addition to any other rights granted to the Holder, EPA and DEQ, this environmental covenant grants to the Holder, EPA and DEQ an irrevocable, permanent and continuing right of access at all reasonable times to the Property for the purposes of:

- a. Performing or implementing any activity relating to the removal or remedial actions required by the Consent Decree or otherwise required by EPA or DEQ;
- b. Verifying any data or information submitted to EPA or DEQ;
- c. Verifying or monitoring that no action is being taken on the Property in violation of the terms of this environmental covenant or any federal or state environmental laws or regulations;
- d. Monitoring removal or remedial actions on the Avtex Site and conducting investigations related to contamination on or near the Avtex Site, including, but not limited to, sampling of air, water, sediments and soils;
- e. Conducting periodic reviews of any removal or remedial actions, including but not limited to, reviews required by federal or state environmental laws or regulations;
- f. Implementing additional or new removal or remedial actions if EPA, in its sole discretion, determines that such actions are necessary to protect human health and/or the environment; and
- g. Enforcing or monitoring compliance with the terms, conditions and restrictions of this environmental covenant as set forth in Paragraph 9 below.

7. No Limitation.

Nothing in this environmental covenant shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take removal or remedial actions under CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan, or other federal law.

8. Notice Requirement.

The Grantor shall notify the United States, EPA, DEQ and the Holder in writing sixty days prior to closing on any proposed conveyance of any interest in any portion of the Property. Grantor shall include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2014, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF WARREN COUNTY ON _____, 2014, INSTRUMENT NUMBER _____, IN FAVOR OF, AND ENFORCEABLE BY CLEAN WATER PROJECT, INC., THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

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**AND THE UNITED STATES AND THEIR SUCCESSORS AND
ASSIGNS.**

Within 30 days of the date any such instrument of conveyance is recorded, Grantor shall provide the United States, EPA, DEQ and the Holder with a file-stamped copy of said instrument with a copy of the recording receipt attached.

9. Enforcement.

The United States, on behalf of EPA, and the Holder shall be entitled to enforce the terms of this environmental covenant by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the United States and the Holder, and any forbearance, delay or omission to exercise their rights under this environmental covenant in the event of a breach of any term of this instrument shall not be deemed a waiver by the United States or the Holder of such term or of any subsequent breach of the same or any other term, or of any of the rights of the United States, EPA or the Holder under this instrument.

10. Notices.

Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the others shall be in writing and shall either be served personally or sent by certified mail, return receipt requested, addressed as follows:

To the United States:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

To EPA:

Chief, Remediation Branch No. 3 (3RC43)
Office of Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

EPA Project Coordinator (3HS23)
Office of Superfund Site Remediation
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

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To Grantor:

Honeywell International Inc.
Attention: Tom Byrne
101 Columbia Road
Morristown, NJ 07962-1219

To Clean Water Project, Inc.

President
Clean Water Project, Inc.
6799-A Kennedy Road
Warrenton, Virginia 20187

To Virginia Department of Environmental Quality

Office of Remediation Program
Virginia Department of Environmental Quality
629 East Main Street
Richmond, Virginia 65241.

11. Prior Liens and Encumbrances.

Based on a title search conducted by the Grantor on the Property prior to execution of this environmental covenant, the Grantor represents that there are no encumbrances or liens on the Property to which this environmental covenant would be subordinate except those expressly listed in Exhibit C hereto. Any other liens or encumbrances recorded on the Property will be subordinate to this environmental covenant.

12. Recording, Proof and Notification:

a. In accordance with 9VAC 15-90-40(B)(1), the Grantor shall submit to DEQ a copy of this environmental covenant and the accompanying fee required to be paid pursuant to 9VAC 15-90-40 prior to recording or causing this environmental covenant to be recorded, as required by Paragraph 12.b of this environmental covenant, immediately below.

b. Within 90 days after the date of execution of this environmental covenant, the Grantor shall record, or cause to be recorded, this environmental covenant with the Clerk of the Circuit Court of Warren County. The Grantor shall likewise record, or cause to be recorded, any amendment, assignment, or termination of this environmental covenant with the Clerk of the Circuit Court of Warren County within 90 days of their execution. Any UECA environmental covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

c. The Grantor shall send a file-stamped copy of this environmental covenant, and of any amendment, assignment, or termination, to the Holder, the United States, EPA and DEQ with a copy of the recording receipt attached within 60 days of recording. Within that time period, the Grantor also shall send a file-stamped copy to the chief administrative officer of Warren County,

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any persons who are in possession of the Property who are not the Grantors, and any other parties to whom notice is required pursuant to UECA.

13. Liberal Construction.

This instrument shall be liberally construed in favor of the rights, covenants, conditions, and restrictions granted in this environmental covenant. If any provision of this environmental covenant is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

14. Severability.

If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this environmental covenant, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

15. Termination or Amendment.

This environmental covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA.

16. Enforcement of Environmental Covenant.

This environmental covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia.

17. Successors and Assigns.

The rights and obligations stated herein shall inure to and be binding on the successors and permitted assigns of the parties to this environmental covenant.

WARRE COUNTY, VIRGINIA
LAND RECORDS

000101 SEP 17 2

ACKNOWLEDGMENTS:

GRANTOR

HONEYWELL INTERNATIONAL INC.

By: [Signature]

Evan van Hook
Corporate V.P., Health, Safety,
Environment and Sustainability
Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07960

COMMONWEALTH OF NEW JERSEY

CITY/COUNTY OF PASSAIC

On this 8th day of September, 2014, before me, the undersigned officer, personally appeared Evan van Hook who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10/27/15

Registration #: 2336504

[Signature]

Notary Public



000102 SEP 17 2014

HOLDER

CLEAN WATER PROJECT, INC.

By: *[Signature]*
 Joseph T. Ivers
 President
 Clean Water Project, Inc.
 6799-A Kennedy Road
 Warrenton, Virginia 20187

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fauquier

On this 9th day of September, 2014, before me, the undersigned officer, personally appeared Joseph T. Ivers, who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 3/31/2016

Registration #: 265560

Betty Marie Norton

Notary Public



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

APPROVED by the United States Environmental Protection Agency as required by § 10.1-1238 et seq. of the Code of Virginia.

By:

Cecil A. Rodrigues
Cecil A. Rodrigues, Director
Hazardous Site Cleanup Division
United States Environmental Protection
Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA

CITY/COUNTY OF Philadelphia

On this 11th day of SEPTEMBER, 2014, before me, the undersigned officer, personally appeared Cecil A. Rodrigues who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 08-14-2018

Registration #: _____

Patricia J. Schwenke

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
PATRICIA J. SCHWENKE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 14, 2018

WARREN COUNTY, VIRGINIA
LAND RECORDS

000104 SEP 17 2014

SEEN AND RECEIVED by the Virginia Department of Environmental Quality.

By: Durwood H. Willis
Durwood H. Willis, Director
Office of Remediation Programs
Department of Environmental Quality
629 E. Main Street
Richmond, Virginia 23218

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

On this 15 day of September, 2014, before me, the undersigned officer, personally appeared Durwood H. Willis who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: February 28, 2018

Registration #: 207528

Michelle R. Kelly

Notary Public

NARRE, CC BY-SA 4.0
LAND REEL 03

000105 SEP 17 E

BENEFICIARY

THE UNITED STATES OF AMERICA

SAM HIRSCH
Acting Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Div.

By: James A. Lofton
JAMES A. LOFTON
Counsel to the Chief
U.S. Department of Justice
Environment and Natural Resources Div.
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044

VERIFICATION

STATE OF KANSAS)
COUNTY OF JOHNSON) SS.

BE IT REMEMBERED, THAT ON THIS 11th day of September, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, came James A. Lofton, who is personally known to me to be the same person who executed the above and foregoing instrument and duly acknowledged the execution of the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my notarial seal on the day and year last above written.

Kent Johnson
Notary Public

My appointment Expires: 7/23/15

KENT JOHNSON
NOTARY PUBLIC
STATE OF KANSAS
My Appl Exp 7/23/15

WARREN COUNTY, VIRGINIA
LAND RECORDS

EXHIBIT A 000106 SEP 17 11

**METES AND BOUNDS DESCRIPTION OF THE
PROPERTY**

WARREN COUNTY, VIRGINIA
LAND RECORDS

000107 SEP 17

Beginning at a point in the center of Kendrick Lane (also known as Kendrick Road) and in the Right of Way of the Norfolk Southern Railroad. Thence with the railroad right of way S08°00'35"E 408.63', S10°00'35"E 355.80', S09°47'35"E 248.00', S09°51'57"E 32.50', S80°08'03"W 25.00', S09°51'57"E 431.00'. Thence with 5 Lines to the Shenandoah River S88°38'03"W 826.00', S87°50'03"W 330.00', S89°20'03"W 378.00', S67°50'03"W 316.80', S76°48'03"W 357.77'. Thence with the Shenandoah River N05°59'57"W 648.00', N08°09'57"W 200.00', N06°05'03"E 295.00', N12°11'45"E 298.00', N22°18'22"E 478.00', N39°50'03"E 198.00', N57°20'03"E 410.00', N59°17'33"E 273.07'. Thence away from the river S09°33'18"W 72.54', S80°26'42"E 100.00', S28°15'21"E 178.00', S55°45'21"E 23.00', S84°00'55"E 45.92', S77°00'23"E 385.00'. Thence with the line of Old Virginia Industrial S09°56'45"E 1397.18', N83°32'03"E 360.00', N09°47'35"W 248.00', N10°00'35"W 355.80', N08°00'35"W 431.96'. Thence S54°59'51"E 34.19' to the Point of Beginning and containing 78.773 acres of land.

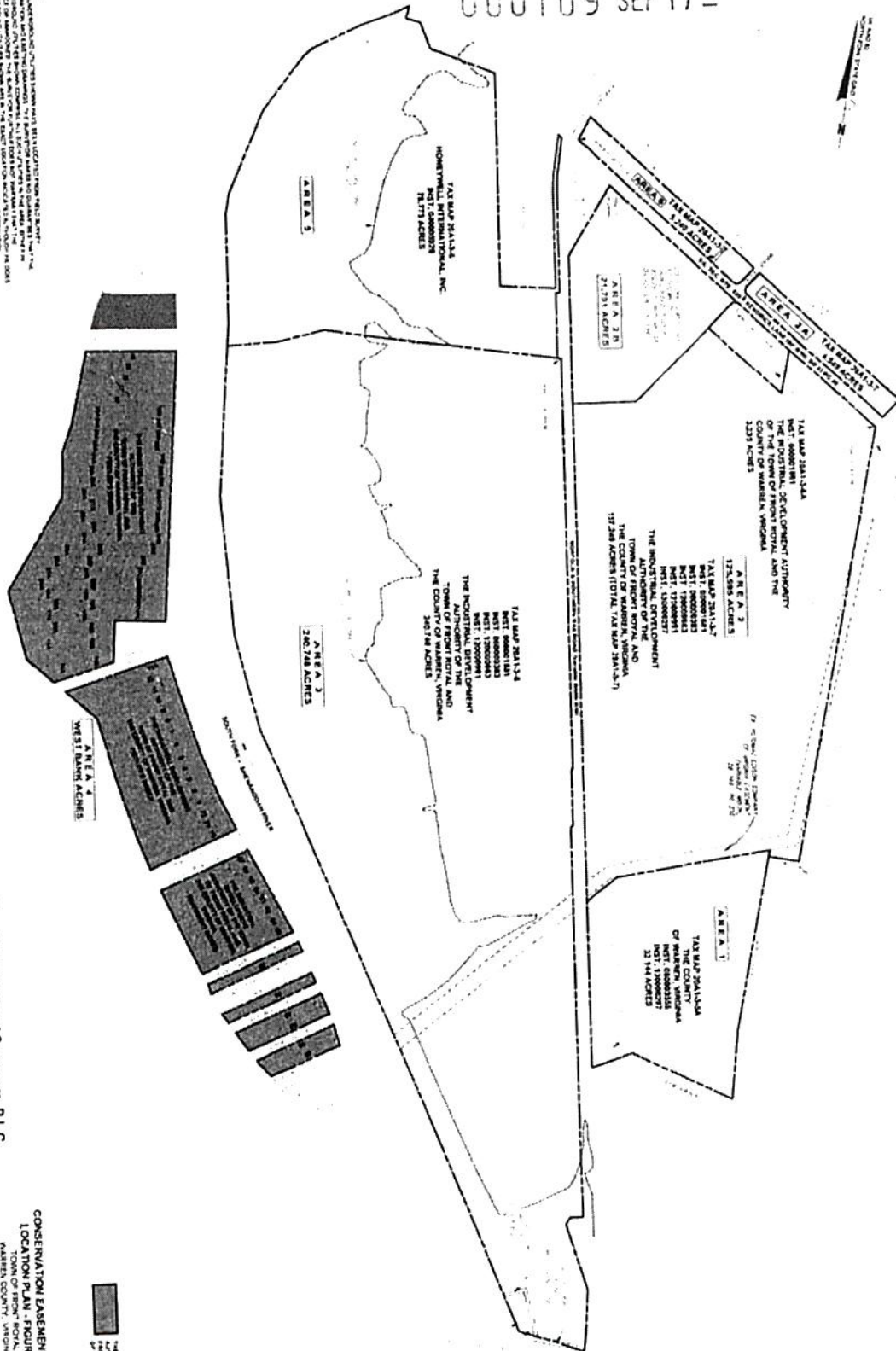
WARREN COUNTY, VIRGINIA
LAND OFFICE

000108 SEP 17 2

EXHIBIT B

**MAP OF THE AVTEX FIBERS SUPERFUND SITE
AND THE PROPERTY**

000109 SEP 17 1964



and 1971). The 1971-72 growing season was the driest in the 100-year period, and the 1972-73 season was the wettest. The 1973-74 season was the second driest, and the 1974-75 season was the second wettest. The 1975-76 season was the third driest, and the 1976-77 season was the third wettest. The 1977-78 season was the fourth driest, and the 1978-79 season was the fourth wettest. The 1979-80 season was the fifth driest, and the 1980-81 season was the fifth wettest. The 1981-82 season was the sixth driest, and the 1982-83 season was the sixth wettest. The 1983-84 season was the seventh driest, and the 1984-85 season was the seventh wettest. The 1985-86 season was the eighth driest, and the 1986-87 season was the eighth wettest. The 1987-88 season was the ninth driest, and the 1988-89 season was the ninth wettest. The 1989-90 season was the tenth driest, and the 1990-91 season was the tenth wettest. The 1991-92 season was the eleventh driest, and the 1992-93 season was the eleventh wettest. The 1993-94 season was the twelfth driest, and the 1994-95 season was the twelfth wettest. The 1995-96 season was the thirteenth driest, and the 1996-97 season was the thirteenth wettest. The 1997-98 season was the fourteenth driest, and the 1998-99 season was the fourteenth wettest. The 1999-00 season was the fifteenth driest, and the 2000-01 season was the fifteenth wettest. The 2001-02 season was the sixteenth driest, and the 2002-03 season was the sixteenth wettest. The 2003-04 season was the seventeenth driest, and the 2004-05 season was the seventeenth wettest. The 2005-06 season was the eighteenth driest, and the 2006-07 season was the eighteenth wettest. The 2007-08 season was the nineteenth driest, and the 2008-09 season was the nineteenth wettest. The 2009-10 season was the twentieth driest, and the 2010-11 season was the twentieth wettest. The 2011-12 season was the twenty-first driest, and the 2012-13 season was the twenty-first wettest. The 2013-14 season was the twenty-second driest, and the 2014-15 season was the twenty-second wettest. The 2015-16 season was the twenty-third driest, and the 2016-17 season was the twenty-third wettest. The 2017-18 season was the twenty-fourth driest, and the 2018-19 season was the twenty-fourth wettest. The 2019-20 season was the twenty-fifth driest, and the 2020-21 season was the twenty-fifth wettest. The 2021-22 season was the twenty-sixth driest, and the 2022-23 season was the twenty-sixth wettest. The 2023-24 season was the twenty-seventh driest, and the 2024-25 season was the twenty-seventh wettest. The 2025-26 season was the twenty-eighth driest, and the 2026-27 season was the twenty-eighth wettest. The 2027-28 season was the twenty-ninth driest, and the 2028-29 season was the twenty-ninth wettest. The 2029-30 season was the thirtieth driest, and the 2030-31 season was the thirtieth wettest. The 2031-32 season was the thirty-first driest, and the 2032-33 season was the thirty-first wettest. The 2033-34 season was the thirty-second driest, and the 2034-35 season was the thirty-second wettest. The 2035-36 season was the thirty-third driest, and the 2036-37 season was the thirty-third wettest. The 2037-38 season was the thirty-fourth driest, and the 2038-39 season was the thirty-fourth wettest. The 2039-40 season was the thirty-fifth driest, and the 2040-41 season was the thirty-fifth wettest. The 2041-42 season was the thirty-sixth driest, and the 2042-43 season was the thirty-sixth wettest. The 2043-44 season was the thirty-seventh driest, and the 2044-45 season was the thirty-seventh wettest. The 2045-46 season was the thirty-eighth driest, and the 2046-47 season was the thirty-eighth wettest. The 2047-48 season was the thirty-ninth driest, and the 2048-49 season was the thirty-ninth wettest. The 2049-50 season was the fortieth driest, and the 2050-51 season was the fortieth wettest. The 2051-52 season was the forty-first driest, and the 2052-53 season was the forty-first wettest. The 2053-54 season was the forty-second driest, and the 2054-55 season was the forty-second wettest. The 2055-56 season was the forty-third driest, and the 2056-57 season was the forty-third wettest. The 2057-58 season was the forty-fourth driest, and the 2058-59 season was the forty-fourth wettest. The 2059-60 season was the forty-fifth driest, and the 2060-61 season was the forty-fifth wettest. The 2061-62 season was the forty-sixth driest, and the 2062-63 season was the forty-sixth wettest. The 2063-64 season was the forty-seventh driest, and the 2064-65 season was the forty-seventh wettest. The 2065-66 season was the forty-eighth driest, and the 2066-67 season was the forty-eighth wettest. The 2067-68 season was the forty-ninth driest, and the 2068-69 season was the forty-ninth wettest. The 2069-70 season was the fiftieth driest, and the 2070-71 season was the fiftieth wettest. The 2071-72 season was the fifty-first driest, and the 2072-73 season was the fifty-first wettest. The 2073-74 season was the fifty-second driest, and the 2074-75 season was the fifty-second wettest. The 2075-76 season was the fifty-third driest, and the 2076-77 season was the fifty-third wettest. The 2077-78 season was the fifty-fourth driest, and the 2078-79 season was the fifty-fourth wettest. The 2079-80 season was the fifty-fifth driest, and the 2080-81 season was the fifty-fifth wettest. The 2081-82 season was the fifty-sixth driest, and the 2082-83 season was the fifty-sixth wettest. The 2083-84 season was the fifty-seventh driest, and the 2084-85 season was the fifty-seventh wettest. The 2085-86 season was the fifty-eighth driest, and the 2086-87 season was the fifty-eighth wettest. The 2087-88 season was the fifty-ninth driest, and the 2088-89 season was the fifty-ninth wettest. The 2089-90 season was the sixtieth driest, and the 2090-91 season was the sixtieth wettest. The 2091-92 season was the sixty-first driest, and the 2092-93 season was the sixty-first wettest. The 2093-94 season was the sixty-second driest, and the 2094-95 season was the sixty-second wettest. The 2095-96 season was the sixty-third driest, and the 2096-97 season was the sixty-third wettest. The 2097-98 season was the sixty-fourth driest, and the 2098-99 season was the sixty-fourth wettest. The 2099-00 season was the sixty-fifth driest, and the 2100-01 season was the sixty-fifth wettest. The 2101-02 season was the sixty-sixth driest, and the 2102-03 season was the sixty-sixth wettest. The 2103-04 season was the sixty-seventh driest, and the 2104-05 season was the sixty-seventh wettest. The 2105-06 season was the sixty-eighth driest, and the 2106-07 season was the sixty-eighth wettest. The 2107-08 season was the sixty-ninth driest, and the 2108-09 season was the sixty-ninth wettest. The 2109-10 season was the seventieth driest, and the 2110-11 season was the seventieth wettest. The 2111-12 season was the seventy-first driest, and the 2112-13 season was the seventy-first wettest. The 2113-14 season was the seventy-second driest, and the 2114-15 season was the seventy-second wettest. The 2115-16 season was the seventy-third driest, and the 2116-17 season was the seventy-third wettest. The 2117-18 season was the seventy-fourth driest, and the 2118-19 season was the seventy-fourth wettest. The 2119-20 season was the seventy-fifth driest, and the 2120-21 season was the seventy-fifth wettest. The 2121-22 season was the seventy-sixth driest, and the 2122-23 season was the seventy-sixth wettest. The 2123-24 season was the seventy-seventh driest, and the 2124-25 season was the seventy-seventh wettest. The 2125-26 season was the seventy-eighth driest, and the 2126-27 season was the seventy-eighth wettest. The 2127-28 season was the seventy-ninth driest, and the 2128-29 season was the seventy-ninth wettest. The 2129-30 season was the eightieth driest, and the 2130-31 season was the eightieth wettest. The 2131-32 season was the eighty-first driest, and the 2132-33 season was the eighty-first wettest. The 2133-34 season was the eighty-second driest, and the 2134-35 season was the eighty-second wettest. The 2135-36 season was the eighty-third driest, and the 2136-37 season was the eighty-third wettest. The 2137-38 season was the eighty-fourth driest, and the 2138-39 season was the eighty-fourth wettest. The 2139-40 season was the eighty-fifth driest, and the 2140-41 season was the eighty-fifth wettest. The 2141-42 season was the eighty-sixth driest, and the 2142-43 season was the eighty-sixth wettest. The 2143-44 season was the eighty-seventh driest, and the 2144-45 season was the eighty-seventh wettest. The 2145-46 season was the eighty-eighth driest, and the 2146-47 season was the eighty-eighth wettest. The 2147-48 season was the eighty-ninth driest, and the 2148-49 season was the eighty-ninth wettest. The 2149-50 season was the ninetieth driest, and the 2150-51 season was the ninetieth wettest. The 2151-52 season was the ninety-first driest, and the 2152-53 season was the ninety-first wettest. The 2153-54 season was the ninety-second driest, and the 2154-55 season was the ninety-second wettest. The 2155-56 season was the ninety-third driest, and the 2156-57 season was the ninety-third wettest. The 2157-58 season was the ninety-fourth driest, and the 2158-59 season was the ninety-fourth wettest. The 2159-60 season was the ninety-fifth driest, and the 2160-61 season was the ninety-fifth wettest. The 2161-62 season was the ninety-sixth driest, and the 2162-63 season was the ninety-sixth wettest. The 2163-64 season was the ninety-seventh driest, and the 2164-65 season was the ninety-seventh wettest. The 2165-66 season was the ninety-eighth driest, and the 2166-67 season was the ninety-eighth wettest. The 2167-68 season was the ninety-ninth driest, and the 2168-69 season was the ninety-ninth wettest. The 2169-70 season was the one hundredth driest, and the 2170-71 season was the one hundredth wettest. The 2171-72 season was the one hundred and first driest, and the 2172-73 season was the one hundred and first wettest. The 2173-74 season was the one hundred and second driest, and the 2174-75 season was the one hundred and second wettest. The 2175-76 season was the one hundred and third driest, and the 2176-77 season was the one hundred and third wettest. The 2177-78 season was the one hundred and fourth driest, and the 2178-79 season was the one hundred and fourth wettest. The 2179-80 season was the one hundred and fifth driest, and the 2180-81 season was the one hundred and fifth wettest. The 2181-82 season was the one hundred and sixth driest, and the 2182-83 season was the one hundred and sixth wettest. The 2183-84 season was the one hundred and seventh driest, and the 2184-85 season was the one hundred and seventh wettest. The 2185-86 season was the one hundred and eighth driest, and the 2186-87 season was the one hundred and eighth wettest. The 2187-88 season was the one hundred and ninth driest, and the 2188-89 season was the one hundred and ninth wettest. The 2189-90 season was the one hundred and tenth driest, and the 2190-91 season was the one hundred and tenth wettest. The 2191-92 season was the one hundred and eleventh driest, and the 2192-93 season was the one hundred and eleventh wettest. The 2193-94 season was the one hundred and twelfth driest, and the 2194-95 season was the one hundred and twelfth wettest. The 2195-96 season was the one hundred and thirteenth

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LODGON STREET • WINCHESTER, HAMPSHIRE, ENGLAND SO1 1JH
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www.marshandlegge.com

CONSERVATION EASEMENT AREA
LOCATION PLAN - FIGURE 4
TOWN OF STONY BOWL,
MARSHEN COUNTY, WISCONSIN

ing being used, for example, as a variety of the house for project areas and the other for example, project.

WARREN COUNTY, VIRGINIA
LAND RECORDS

EXHIBIT C

000110 SEP 17 ±

**LIST OF EXISTING LIENS AND
ENCUMBRANCES FOR THE PROPERTY**

WARREN COUNTY, VIRGINIA
LAND RECORDS

000111 SEP 17 2014

EASEMENTS, RIGHT OF WAY & RESERVATIONS:

**Deed of Easement dated 03/14/2011, and recorded
03/30/2011 in Instrument No. 110001640.**

**Deed of Easement dated 11/02/2001, and recorded
11/13/2001 in Instrument No. 010008678.**

**Deed of Easement dated 01/22/1941, and recorded
01/23/1941 in Deed Book 49 at Page 306.**

**Right of Way dated 11/08/1939 and recorded 03/04/1940 in
Deed Book 47 at Page 490.**

**Deed of Easement dated 12/11/1939, and recorded
12/22/1939 in Deed Book 47 at Page 285.**

INSTRUMENT RECORDED
RECORDED IN THE OFFICE OF THE
WARREN COUNTY, VA
SEPTEMBER 17, 2014 AT 00:17PM

JANICE R. BROWN, CLERK
RECORDED 8/17/2014



